

U.S. Department of Veterans  
Affairs  
Request for Lease Proposals  
VA69D-13-R-1922  
FREEPORT OUTPATIENT  
CLINIC (OPC)  
FREEPORT, IL

April 7, 2014

**Offers due by  
05/06/2014**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **4:00 PM Central Time** on the date above. See "Receipt Of Lease Proposals" herein for additional information.

This Request for Lease Proposals ("RLP") sets forth instructions and requirements for proposals for a Lease described in the RLP documents. Proposals conforming to the RLP requirements will be evaluated in accordance with the Method of Award set forth herein to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions herein.

*The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.*

**SIMPLIFIED RLP  
GSA FORM R101A (09/13)**

## TABLE OF CONTENTS

SIMPLIFIED RLP .....	1
<b>SECTION 1 STATEMENT OF REQUIREMENTS .....</b>	<b>4</b>
1.01 GENERAL INFORMATION (SIMPLIFIED) (JUN 2012) .....	4
1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SIMPLIFIED) (SEP 2013) .....	4
1.03 CONCEPTUAL FLOOR PLAN .....	4
1.04 AREA OF CONSIDERATION (JUN 2012) .....	4
1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (SEP 2013) .....	5
1.06 LIST OF RLP DOCUMENTS (SIMPLIFIED) (SEP 2013) .....	5
1.07 AMENDMENTS TO THE RLP (JUN 2012) .....	5
1.08 LEASE DESCRIPTION (SIMPLIFIED) (SEP 2013) .....	5
1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (APR 2011) .....	6
1.10 AUTHORIZED REPRESENTATIVES (JUN 2012) .....	6
1.11 PRICING OF SECURITY REQUIREMENTS (SIMPLIFIED) (SEP 2013) .....	6
<b>SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD .....</b>	<b>7</b>
2.01 EFFICIENCY OF LAYOUT (SIMPLIFIED) (AUG 2011) .....	7
2.02 FLOOD PLAINS (JUN 2012) .....	7
2.03 RESERVED .....	7
2.04 HISTORIC PREFERENCE (SIMPLIFIED) (SEP 2013) .....	7
2.05 ASBESTOS (JUN 2012) .....	8
2.06 ACCESSIBILITY (SEP 2013) .....	8
2.07 FIRE PROTECTION AND LIFE SAFETY (SEP 2013) .....	8
2.08 ENERGY INDEPENDENCE AND SECURITY ACT (SIMPLIFIED) (SEP 2013) .....	8
<b>SECTION 3 HOW TO OFFER .....</b>	<b>10</b>
3.01 GENERAL INSTRUCTIONS (SIMPLIFIED) (SEP 2013) .....	10
3.02 RECEIPT OF LEASE PROPOSALS (SEP 2013) .....	10
3.03 PROPOSAL CONTENTS FOR SIMPLIFIED LEASES (SEP 2013) .....	10
3.04 FIRE PROTECTION AND LIFE SAFETY SUBMITTALS (SIMPLIFIED) (SEP 2013) .....	11
3.05 EISA SUBMITTALS (SIMPLIFIED) (JUN 2012) .....	11
3.06 TENANT IMPROVEMENTS INCLUDED IN OFFER (SIMPLIFIED) (JUN 2012) .....	12
3.07 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012) .....	12
<b>SECTION 4 METHOD OF AWARD .....</b>	<b>13</b>
4.01 AWARD WITHOUT DISCUSSION (SIMPLIFIED) (MAR 2012) .....	13
4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (SEP 2013) 13	

4.03	AWARD BASED ON PRICE (SIMPLIFIED) (JUN 2012).....	13
4.04	PRESENT VALUE PRICE EVALUATION (SIMPLIFIED) (SEP 2013).....	13
4.05	AWARD (SIMPLIFIED) (SEP 2013).....	14
<b>SECTION 5</b>	<b>ADDITIONAL TERMS AND CONDITIONS .....</b>	<b>15</b>
5.01	FAR 52.233-3 SERVICE OF PROTEST (SEP 2006).....	15

# REQUEST FOR LEASE PROPOSAL NO. VA69D-13-R-1922

April 7, 2014  
SIMPLIFIED RLP GSA FORM R101A (September 2013)

## SECTION 1 STATEMENT OF REQUIREMENTS

### 1.01 GENERAL INFORMATION (SIMPLIFIED) (JUN 2012)

A. This Request for Lease Proposals (RLP) sets forth instructions and requirements for proposals for a Lease described in the RLP documents. The Government will evaluate proposals conforming to the RLP requirements in accordance with the Method of Award set forth below to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions below.

B. Included in the RLP documents is a lease form (GSA Form L201A) setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP, a Simplified Lease Proposal form (GSA Form 1364A), and a Simplified Lease Proposal Data form (GSA Form 1364A-1) on which Offerors shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.

C. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the Lease Contracting Officer (LCO) executes the Lease and delivers a signed copy to the Offeror.

### 1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SIMPLIFIED) (SEP 2013)

A. The Space shall be located in a modern quality Building of sound and substantial construction with a facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition and acceptable to the LCO. If not a new Building, the Space offered shall be in a Building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the Space with modern conveniences.

CITY, STATE	FREEPORT, IL
DELINEATED AREA	ENTIRE CITY OF FREEPORT, IL
SPACE TYPE(S)	CLINICAL
MINIMUM SQ. FT. (NUSF)	3500
MAXIMUM SQ. FT. (NUSF)	4000
RESERVED PARKING SPACES (TOTAL)	15
STANDARD RESERVED PARKING SPACES (SURFACE)	12
RESERVED PARKING SPACES (ADA ACCESSIBLE )	3
INITIAL FULL TERM	5 YEARS
TERMINATION RIGHTS	90 DAYS (AFTER FIRM TERM)
INITIAL FIRM TERM	5 YEARS

B. If the Government chooses to provide vending facilities, the Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The Offeror shall advise the Government if such rights exist.

### 1.03 CONCEPTUAL FLOOR PLAN

See attached "S02-Freeport\_CBOC\_Concept\_Drawing.pdf."

### 1.04 AREA OF CONSIDERATION (JUN 2012)

The Government requests Space in an area bounded as follows:

Within the city limits of Freeport, IL

No properties outside the city limits of Freeport, IL will be considered.

#### 1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (SEP 2013)

Space shall be located in a prime commercial office district with attractive, prestigious, and professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained. **15** on-site parking spaces are required. These spaces must be marked for VA Use Only and located directly adjacent to the space offered. Of the 15 reserved parking spaces, a minimum of **3** parking spaces must be fully ADA accessible. A variety of inexpensive or moderately priced fast-food and/or eat-in restaurants shall be located within the immediate vicinity of the Building, but generally not exceeding **2,640 feet (1/2 mile)** of the employee entrance of the offered Building, as determined by the LCO. Other employee services, such as retail shops, cleaners, and banks, shall also be located within the immediate vicinity of the Building, but generally not exceeding **2,640 feet** of the employee entrance of the offered Building, as determined by the LCO. A commuter rail, light rail, or subway station shall be located within the immediate vicinity of the Building, but generally not exceeding **1,320 (1/4 mile)**, as determined by the LCO. Alternatively, public or campus bus line(s) (or other suitable public transportation as determined by the LCO) usable by tenant occupants shall be located within the immediate vicinity of the Building, but generally not exceeding **1,320 feet**. Amenities must be existing or the Offeror must demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date.

#### 1.06 LIST OF RLP DOCUMENTS (SIMPLIFIED) (SEP 2013)

The following documents are attached to and included as part of this RLP package:

Document Name
Lease No. <b>VA69D-14-L-0012</b> (Form L201A)
<b>GSA Form 1217</b> , Lessor's Annual Cost Statement
<b>GSA Form 1364A</b> , Proposal to Lease Space
<b>GSA Form 3516</b> , Solicitation Provisions
<b>GSA Form 3518A</b> , Representations and Certifications
<b>GSA Form 12000</b> , Prelease Fire Protection and Life Safety Evaluation (Part A or Part B) (See Section 3 for applicable requirements)
<b>Conceptual Drawing</b> (S02-Freeport_CBOC_Concept_Drawing.pdf)

#### 1.07 AMENDMENTS TO THE RLP (JUN 2012)

This RLP may be amended by notice from the LCO. Amendments may modify the terms of this RLP, or the terms, conditions, and requirements of the Lease contemplated by the RLP.

#### 1.08 LEASE DESCRIPTION (SIMPLIFIED) (SEP 2013)

Offerors shall examine the Lease form included in the RLP documents to understand the Government's and the Lessor's respective rights and responsibilities under the contemplated Lease.

The Lease contemplated by this RLP includes:

- A. The term of the Lease.
- B. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
- C. Building Shell standards and requirements.
- D. Agency Specific Requirements (ASR) describing the tenant improvements (TI) to be completed by the Lessor prior to occupancy.
- E. Security Requirements.
- F. A description of all services to be provided by the Lessor.

Should the Offeror be awarded the Lease, the terms of the Lease will be binding upon the Lessor without regard to any statements contained in this RLP.

The Lease contemplated by this RLP is a fully serviced, turnkey Lease with a fixed rent that covers all Lessor costs, including all shell upgrades, TIs, janitorial services (see Janitorial SOW), operating costs, taxes, and security upgrades. Rent will be based upon a proposed rental rate per rentable square foot (RSF), limited by the offered rate and the maximum NUSF solicited under this RLP. The Tenant Improvements to be delivered by the Lessor will be based upon information provided with this RLP and Lease, including Agency Specific Requirements. The Lessor will be required to design and build the TIs and will be compensated for the TI costs

based upon turnkey pricing established under the Lease without further compensation other than the rent. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be deemed equivalent to Lease requirements for new construction, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

After award, the Lessor must prepare Design Intent Drawings (DIDs) and Construction Drawings (CDs) for the leased space conforming to the Agency Specific Requirements. The Government will have the opportunity to review the Lessor's DIDs and CDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the CDs will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the TI requirements, subject to the Lessor's right to receive compensation for such changes. Upon completion and acceptance of the leased Space, the Space will be measured for establishing the actual annual rent, and the lease term shall commence.

The security pricing process is described in a separate paragraph.

#### **1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (APR 2011)**

The Lease establishes various requirements relating to the Building shell. Such requirements are not deemed TIs. Certain of these Building requirements are established as minimum requirements in this RLP. If the Lessor's Building does not meet the requirements at the time of award, the Lessor may still be awarded the Lease. However, as a condition of award, the Government will require Lessor to identify those Building improvements that will bring the Building into compliance with RLP requirements. Upon award of the Lease, completion of those Building improvements will become Lease obligations.

#### **1.10 AUTHORIZED REPRESENTATIVES (JUN 2012)**

With respect to all matters relating to this RLP, only the Government's LCO designated below shall have the authority to amend the RLP and award a Lease. The Government shall have the right to substitute its LCO by notice, without an express delegation by the prior LCO.

##### **Government Point of Contact:**

Arleen Reid  
115 S. 84<sup>th</sup> St., Suite 101  
Milwaukee, WI 53214  
Office: (414) 844-4800, ext. 43275  
Fax: (414) 844-4878  
arleen.reid@va.gov

##### **Lease LCO:**

James Hedman  
115 S. 84<sup>th</sup> St., Suite 101  
Milwaukee, WI 53214  
Office: (414) 844-4821  
Fax: (414) 844-4878  
james.hedman@va.gov

#### **1.11 PRICING OF SECURITY REQUIREMENTS (SIMPLIFIED) (SEP 2013)**

A. This proposed Lease contains an attachment with the security requirements and obligations for the building, which are based on the facility security level (FSL). The Federal Government determines the facility's FSL rating, which ranges from FSL I to FSL IV. The FSL is based on client agency mix, required size of space, number of employees, use of the space, location, configuration of the site and lot, and public access into and around the facility.

B. The security requirements attached to this Lease includes a list of security countermeasures that must be installed in the leased Space. The Offeror shall use the Security Unit Price List to provide the Government with itemized costs of these security countermeasures, and he or she shall amortize the cost of any Building Specific Amortized Capital (BSAC) into the rent.

C. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

---

## SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

---

### 2.01 EFFICIENCY OF LAYOUT (SIMPLIFIED) (AUG 2011)

In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO. To demonstrate potential for efficient layout, GSA may request the Offeror to provide a test fit layout at the Offeror's expense.

### 2.02 FLOOD PLAINS (JUN 2012)

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the LCO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

### 2.03 RESERVED

### 2.04 HISTORIC PREFERENCE (SIMPLIFIED) (SEP 2013)

A. The Government will give preference to offers of Space in Historic Properties and/or Historic Districts following this hierarchy of consideration:

1. Historic Properties within Historic Districts.
2. Non-historic developed sites and non-historic undeveloped sites within Historic Districts.
3. Historic Properties outside of Historic Districts.

B. Definitions:

1. Determination of eligibility means a decision by the Department of the Interior that a district, site, Building, structure or object meets the National Register criteria for evaluation although the Property is not formally listed in the National Register (36 CFR 60.3(c)).

2. Historic District means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, Buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The Historic District must be included in or be determined eligible for inclusion in the National Register of Historic Places (NRHP).

3. Historic Property means any prehistoric or Historic District, site, building, structure, or object included in or been determined eligible for inclusion in the NRHP maintained by the Secretary of the Interior (36 CFR 800.16(l)).

4. National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).

C. The offer of Space must meet the terms and conditions of this RLP package and its attachments. The LCO has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this RLP package to maintain the historical integrity of an Historic Building, such as high ceilings and wooden floors, or to maintain the integrity of an Historic District, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.

D. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual NUSF present value cost to the Government, to Historic Properties as follows:

1. First to suitable Historic Properties within Historic Districts, a 10 percent price preference.
2. If no suitable Historic Property within an Historic District is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.

3. If no suitable, non-historic, developed, or undeveloped site within a Historic District is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.

4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

E. The Government will compute price evaluation preferences by reducing the price(s) of the Offerors qualifying for a price evaluation preference by the applicable percentage provided in this provision. The price evaluation preference will be used for price evaluation purposes only. The Government will award a Lease for the actual prices proposed by the successful Offeror and accepted by the Government.

F. To qualify for a price evaluation preference, Offeror must provide satisfactory documentation in their offer that their property qualifies as one of the following:

1. A Historic Property within a Historic District.
2. A non-historic developed or undeveloped site within a Historic District.
3. A Historic Property outside of a Historic District.

## **2.05 ASBESTOS (JUN 2012)**

A. Government requests space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels), which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging), which is not damaged or subject to damage by routine operations.

B. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in paragraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the successful Offeror will be required to successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance prior to occupancy.

D. Management Plan. If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance.

## **2.06 ACCESSIBILITY (SEP 2013)**

The Lease contemplated by this RLP contains requirements for Accessibility. In order to be eligible for award, Offeror must either:

- A. Verify in the Lease proposal that the Building, offered Space, and areas serving the offered Space meet the Lease accessibility requirements, or
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building, offered Space, and areas serving the offered Space into compliance with Lease accessibility requirements will be completed prior to acceptance of the Space.

## **2.07 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)**

The Lease contemplated by this RLP contains Building requirements for Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System. In order to be eligible for award, Offeror must either:

- A. Verify in the lease proposal that the Building in which Space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease; or
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with Lease requirements will be completed prior to acceptance of the Space.

## **2.08 ENERGY INDEPENDENCE AND SECURITY ACT (SIMPLIFIED) (SEP 2013)**

A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.

B. Unless one of the statutory exceptions listed in sub-paragraph C below applies, VA may award a Lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the



ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star consideration, to achieve an Energy Star label: 1) All existing Buildings that have had an Energy Star label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy; 2) Newly built Buildings that have used Energy Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR tools and resources can be found at [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/).

C. EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:

1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;
2. The agency will remain in a Building it currently occupies;
3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
4. The Lease is for 10,000 RSF or less.

D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease). Such improvements may consist of, but are not limited to, the following:

1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).
2. Lighting Improvements. See Lease paragraph "Lighting: Interior and Parking – Shell (Simplified)" for required specifications.
3. Building Envelope Modifications.

**NOTE:** Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."

E. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of Building improvements that achieve cost savings over the Firm Term of the Lease sufficient to pay the incremental additional costs of making the Building improvements.

F. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/eslabel> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at [www.energystar.gov](http://www.energystar.gov). The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/>) and Building Upgrade Value Calculator (<http://www.energystar.gov/financialevaulation>) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

G. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations if it obtains the Energy Star Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).

H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.

I. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

---

## SECTION 3 HOW TO OFFER

---

### 3.01 GENERAL INSTRUCTIONS (SIMPLIFIED) (SEP 2013)

Offeror shall prepare a complete signed lease document, including all required exhibits, using the forms provided with this RLP. Offeror's submission constitutes its offer to enter into a binding lease. A Lease is binding when the LCO countersigns the Offeror's signed lease document and mails or otherwise furnishes written notification of the executed lease to the successful offeror. Offerors are advised that the Government may make award without negotiations.

TI buildout shall conform to the standards set forth in Section 4 of the "Outpatient Clinic – Satellite/Community-Based" (January 2009) design guide.

### 3.02 RECEIPT OF LEASE PROPOSALS (SEP 2013)

A. Offeror is authorized to transmit its lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed Lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the VA email address identified in the RLP will be accepted. Offeror submitting a Lease proposal by email shall retain in its possession, and make available upon VA's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its lease proposal by United States mail or other express delivery service of Offeror's choosing.

B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received in one of the following ways:

1. No later than 4:00 PM Central Standard Time on the following date at the following designated office and address:

Date: May 06, 2014  
Office: Great Lakes Acquisition Center  
Address: 115 S. 84<sup>th</sup> St, Suite 100, Milwaukee, WI 54214

2. No later than 4:00 PM Central Standard Time on the following date at the following email address:

Date: May 06, 2014  
Email Address: [arleen.reid@va.gov](mailto:arleen.reid@va.gov) with copy to [james.hedman@va.gov](mailto:james.hedman@va.gov)

C. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.

D. Offers transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one Working Day prior to the date specified for receipt of proposals.

E. Offers delivered through any means authorized by the RLP may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.

F. There will be no public opening of offers, and all offers will be confidential until the Lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure.

### 3.03 PROPOSAL CONTENTS FOR SIMPLIFIED LEASES (SEP 2013)

The proposal shall consist of the following documents:

DOCUMENT NAME OR DESCRIPTION
Lease No. VA69D-14-L-0012 (Form L201A), signed and initialed by Offeror
Simplified Lease Proposal (GSA Form 1364A), completed and signed by Offeror
Simplified Lease Proposal Data (GSA Form 1364A-1), completed and signed by Offeror
Representations and Certifications (GSA Form 3518A), completed and signed by Offeror
Fire Protection and Life Safety information and documents (See Fire Protection and Life Safety paragraphs in RLP and Lease for applicable requirements).
Scaled floor plans and elevations in PDF delineating the Premises proposed by the Offeror, including room dimensions, square footage, and labels. Auto CAD drawings will be required for DIDs and CDs.
Historic Property information and documentation, if applicable, per the Historic Preference (Simplified) paragraph
Registration in the Central Contractor Registration (CCR) database, now part of the System for Award Management (SAM). This registration service is free of charge and must be completed before award.
EISA compliance information (See Energy Independence and Security Act paragraphs in RLP and Lease for applicable requirements)
Evidence of ownership or control of Building or site

### 3.04 FIRE PROTECTION AND LIFE SAFETY SUBMITTALS (SIMPLIFIED) (SEP 2013)

A. The Offeror must submit the Fire Protection and Life Safety (FPLS) Submittal Information in A.1 through A.5, unless the Building meets either exemption in sub-paragraph B or C below.

1. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).
2. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a system is installed in the Building).
3. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if a system is installed in the Building).
4. First generation plans scaled at a minimum of 1/8" = 1'-0" (preferred) shall be submitted for review and consideration. Plans submitted for consideration shall include floor plan(s) for which Space is being offered and floor plan(s) of the floor(s) of exit discharge (e.g., street level(s)). Each plan submitted shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided.
5. A valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, a report prepared by a licensed fire protection engineer with their assessment of the offered Space regarding compliance with all applicable local Fire Protection and Life Safety-related codes and ordinances must be provided.

B. If the Space offered is 10,000 RSF or less in area and is located on the 1st floor of the Building, Offeror is not required to submit to VA the Fire Protection and Life Safety (FPLS) Submittal Information listed in A.1 through A.5 above.

C. If the Offeror provides a Building C of O obtained under any edition of the International Building Code (IBC), and the offered Space meets or will meet all the requirements of the Lease with regard to Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, then Offeror is not required to submit to VA the FPLS Submittal Information in A.1 through A.5 above.

### 3.05 EISA SUBMITTALS (SIMPLIFIED) (JUN 2012)

A. No later than the due date for final proposal revisions, the Offeror must submit to the LCO:

1. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make; and if no improvements are cost effective, the Offeror shall so indicate and provide supporting evidence of the lack of any cost effective improvements,
3. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®, or

B. If the offered existing building will not have an ENERGY STAR® label by the date of final proposal revisions, then in accordance with one of the statutory exceptions listed in the "Energy Independence and Security Act" paragraph herein, a written statement addressing which energy efficiency and conservation improvements (per the Energy Independence and Security Act paragraph) can be made to the building must be submitted. If no cost-effective improvements can be made, the Offeror must

demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.

### **3.06 TENANT IMPROVEMENTS INCLUDED IN OFFER (SIMPLIFIED) (JUN 2012)**

A. TIs are those costs required for building out the Government demised area in accordance with Agency Specific Requirements and Security Requirements as developed in Government approved DIDs. All TIs required by the Government for occupancy must be performed by the successful offeror as part of the rental consideration as turnkey pricing. All improvements shall meet the quality standards and requirements of this RLP package and its attachments.

B. The TI pricing must include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to complete the TIs. It is the successful offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.

### **3.07 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)**

The Government requires a fully serviced Lease as part of the rental consideration. The base for the operating costs adjustment will be established during negotiations based upon rentable SF. The proposed methodology for operating costs adjustment shall include all items specified in the attached Lease document. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document. The offer shall clearly state whether the rental is firm throughout the term of the Lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified in the proposal.

---

## SECTION 4 METHOD OF AWARD

---

### 4.01 AWARD WITHOUT DISCUSSION (SIMPLIFIED) (MAR 2012)

A. The Government will evaluate offers and may award a Lease without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best price and other terms. The Government reserves the right to conduct discussions after the receipt of initial offers if it is determined by the LCO to be necessary. The Government may reject any or all offers, if such action is in the public interest, and may waive informalities and minor irregularities in offers received.

B. Should the Government conduct discussions then prior to eliminating an Offeror that is a HUBZone small business concern (SBC) and which has not waived its entitlement to a price evaluation preference from the competitive range, the LCO shall adjust the evaluated prices of all non-small business Offerors proposed for inclusion in the competitive range by increasing the prices by ten (10) percent, solely for the purpose of determining whether the HUBZone SBC Offeror should be included or excluded from the competitive range. Offerors who are not included in the competitive range will be notified in writing.

### 4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (SEP 2013)

A. HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "Award Based On Price" paragraph or the "Other Award Factors" paragraph of the RLP by so indicating on the GSA Form 1364A-1, Simplified Lease Proposal Data. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable should the HUBZone SBC be awarded the Lease. A HUBZone SBC Offeror acknowledges that a prospective HUBZone SBC awardee must be a qualified HUBZone SBC at the time of award of this contract in order to be eligible for the price evaluation preference. The HUBZone SBC Offeror shall provide the LCO a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If it is determined, prior to award, that the apparently successful HUBZone SBC Offeror is not an eligible HUBZone SBC, the LCO will reevaluate proposals without regard to any price preference provided for the previously identified HUBZone SBC Offeror, and make an award consistent with the solicitation and the evaluation factors set forth herein.

B. If a HUBZone SBC that has not waived the price preference is awarded the Lease, the certification required by the "Additional Financial and Technical Capability" paragraph of the Lease must be provided within 10 days of award. If it is determined within 20 days of award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.

### 4.03 AWARD BASED ON PRICE (SIMPLIFIED) (JUN 2012)

A. The Government reserves the right to make an award based upon initial offers. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP and the lease documents and is the lowest priced technically acceptable offer submitted. Refer to the "Present Value Price Evaluation (Simplified)" paragraph in this section of the RLP. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.

B. If after completion of the Price Evaluation, award is proposed to a non-small business Offeror, and there exists as part of the procurement another technically acceptable proposal submitted by a responsible Offeror that is a qualified HUBZone small business concern (SBC) which has not waived its entitlement to a price evaluation preference, the evaluated price of the non-small business Offeror's proposal shall be increased by ten (10) percent, solely for the purpose of determining whether award should be made to the HUBZone SBC Offeror. In such a case, the proposals of the apparently successful non-small business Offeror and the HUBZone SBC Offeror shall be considered in light of the applied price preference, and award made to the lower priced offer. The LCO shall document his/her application of the price preference and further consideration of the offers under this subparagraph.

C. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.

### 4.04 PRESENT VALUE PRICE EVALUATION (SIMPLIFIED) (SEP 2013)

A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per RSF and per NUSF and a breakout of the "base" price per RSF and NUSF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per NUSF from which adjustments are made will be the base price for the term of the lease, including any option periods.

B. The Offeror must submit plans and any other information to demonstrate that the Rentable Space yields NUSF space within the required NUSF range. The Government will verify the amount of NUSF and will convert the rentable prices offered to NUSF prices, which will subsequently be used in the price evaluation.

C. Evaluation of offered prices will be based on the annual price per NUSF, including all required option periods. The Government will perform present value price evaluation by reducing the prices per NUSF to a composite annual NUSF price, as follows:

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per NUSF price will be determined by dividing the total annual rental by the total NUSF square footage excluding these areas.

2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.

3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent, unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.

4. If annual adjustments in operating expenses will not be made, the gross annual price will be discounted annually at 3.0 percent to yield a gross present value cost (PVC).

5. If annual adjustments in operating expenses will be made, the annual price, minus the Commission Credit (if applicable) and minus the base cost of operating expenses, will be discounted annually at 3.0 percent to yield net PVC. The operating expenses will be both escalated at 2.0 percent compounded annually and discounted annually at 3.0 percent, then added to the net PVC to yield the gross PVC.

6. To the gross PVC will be added:

a. The cost of Government-provided services not included in the rental escalated at 2.0 percent compounded annually and discounted annually at 3.0 percent.

b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)

c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 3.0 percent.

d. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.

e. The annual cost of overtime HVAC based on the offered hourly overtime rate and an estimated usage of **50** hours of overtime HVAC per year for the Space. This cost will be discounted annually at 3.0 percent.

7. The sum of either sub-paragraphs 5 and 7 or sub-paragraphs 6 and 7, divided by the NUSF will be the present value cost per NUSF of the offer for price evaluation purposes.

#### **4.05 AWARD (SIMPLIFIED) (SEP 2013)**

A. To document the agreement between the parties, the successful Offeror and the VA LCO will execute a Lease prepared by the VA, which incorporates the agreement of the parties. The Lease shall consist of the following:

1. Lease No. VA69D-14-L-0012 and any associated Lease amendments.
2. GSA Form 1217, Lessor's Annual Cost Statement
3. GSA Form 1364A, Proposal to Lease Space
4. GSA Form 1364A-1, Simplified Lease Proposal Data
5. GSA Form 3516, Solicitation Provisions
6. GSA Form 3518A, Representations and Certifications
7. GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation
8. Physical Security Design Manual for VA Facilities
9. Floor Plans and Elevations Delineating the Premises
10. Freeport\_CBOC\_Design\_Guide\_Plates.pdf

The acceptance of the offer and award of the Lease by the Government occurs upon execution of the Lease by the LCO and mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror.

---

## SECTION 5 ADDITIONAL TERMS AND CONDITIONS

---

### 5.01 FAR 52.233-3 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Lease Contracting Officer, 115 S. 84<sup>th</sup> Street, Suite 101, Milwaukee, WI 53214.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)